

Hearing Date: August 22, 2019 at 10:00 a.m. (ET)  
Objection Deadline: August 15, 2019 at 4:00 p.m. (ET)

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re:**

**SEARS HOLDINGS CORPORATION, et al.,  
  
Debtors.<sup>1</sup>**

Chapter 11

Case No. 18-23538 (RDD)  
(Jointly Administered)

**DECLARATION OF PAIGE HONEYCUTT IN SUPPORT OF MOTION OF VERINT  
AMERICAS INC. FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE  
EXPENSE CLAIM AND FOR RELATED RELIEF**

I, Paige Honeycutt, of full age, make this declaration under 28 U.S.C. § 1746:

1. I submit this declaration (the “Declaration”) in support of the *Motion of Verint*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

*Americas Inc. (“Verint”) for Allowance and Payment of Administrative Expense Claim and for Related Relief (the “Motion”), filed currently with this Declaration.*

2. I am the Associate General Counsel of Verint Americas Inc. Except as otherwise indicated, all statements in this Declaration are based upon my personal knowledge, my review of relevant documents, including Verint’s business records and/or my experience. If called to testify, I would testify competently to each of the facts set forth in this Declaration. I am authorized to submit this Declaration on behalf of Verint.

3. Verint has provided, and continued post-petition to provide, software and related services to or for the benefit of the Debtors including, but not limited to, Sears Holdings Management Corporation (“SHMC”). Verint provided SHMC with hosted third-party services, ecommerce and related services pursuant to a written Master Software and Services Agreement between the parties as of May 23, 2006, as subsequently amended (the “Agreement”). See Ex. A.

4. In accordance with the terms of the Agreement, Verint submitted its January 8, 2019 invoice (the “January Invoice”) to SHMC in the amount of \$129,993.18, which amount remains unpaid and is currently due and owing. See Ex. B. The January Invoice covers services to the Debtors for January 2019 at the contracted rate of \$129,993.18 per month.

5. Verint has provided services to the Debtors pursuant to the Agreement from and after the Petition Date without interruption through and including January 2019. Accordingly, Verint is entitled to an administrative expense claim of \$129,993.18 for the entire period during which the Debtors used and benefited from Verint’s services under the Agreement.

6. Attached hereto as Exhibit A is a true and correct copy of the Agreement.

7. Attached hereto as Exhibit B is a true and correct copy of the January Invoice.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 24, 2019

/s/ Paige Honeycutt  
Paige Honeycutt